

Effective 5/13/2014

57-8-10 Contents of declaration.

- (1) Before the conveyance of any unit in a condominium project, a declaration shall be recorded that contains the covenants, conditions, and restrictions relating to the project that shall be enforceable equitable servitudes, where reasonable, and which shall run with the land. Unless otherwise provided, these servitudes may be enforced by a unit owner or a unit owner's successor in interest.
- (2)
 - (a) For every condominium project, the declaration shall:
 - (i) include a description of the land or interests in real property included within the project;
 - (ii) contain a description of any buildings that states the number of storeys and basements, the number of units, the principal materials of which the building is or is to be constructed, and a description of all other significant improvements contained or to be contained in the project;
 - (iii) contain the unit number of each unit, the square footage of each unit, and any other description or information necessary to properly identify each unit;
 - (iv) describe the common areas and facilities of the project; and
 - (v) describe any limited common areas and facilities and state to which units the use of the common areas and facilities is reserved.
 - (b) Any shutters, awnings, window boxes, doorsteps, porches, balconies, patios, or other apparatus intended to serve a single unit, but located outside the boundaries of the unit, shall constitute a limited common area and facility appertaining to that unit exclusively, whether or not the declaration makes such a provision.
 - (c) The condominium plat recorded with the declaration may provide or supplement the information required under Subsections (2)(a) and (b).
 - (d)
 - (i) The declaration shall include the percentage or fraction of undivided interest in the common areas and facilities appurtenant to each unit and the unit owner for all purposes, including voting, derived and allocated in accordance with Subsection 57-8-7(2).
 - (ii) If any use restrictions are to apply, the declaration shall state the purposes for which the units are intended and the use restrictions that apply.
 - (iii)
 - (A) The declaration shall include the name and address of a person to receive service of process on behalf of the project, in the cases provided by this chapter.
 - (B) The person described in Subsection (2)(d)(iii)(A) shall be a resident of, or shall maintain a place of business within, this state.
 - (iv) The declaration shall describe the method by which the declaration may be amended consistent with this chapter.
 - (v) Any further matters in connection with the property may be included in the declaration, which the person or persons executing the declaration may consider desirable, consistent with this chapter.
 - (vi) The declaration shall contain a statement of intention that this chapter applies to the property.
 - (e) The initial recorded declaration shall include:
 - (i) an appointment of a trustee who qualifies under Subsection 57-1-21(1)(a)(i) or (iv); and
 - (ii) the following statement: "The declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8-45 to (name of trustee), with power of sale, the unit and all improvements to the unit for the purpose of securing payment of assessments under the terms of the declaration."

- (3)
- (a) If the condominium project contains any convertible land, the declaration shall:
- (i) contain a legal description by metes and bounds of each area of convertible land within the condominium project;
 - (ii) state the maximum number of units that may be created within each area of convertible land;
 - (iii) state, with respect to each area of convertible land, the maximum percentage of the aggregate land and floor area of all units that may be created and the use of which will not or may not be restricted exclusively to residential purposes, unless none of the units on other portions of the land within the project are restricted exclusively to residential use;
 - (iv) state the extent to which any structure erected on any convertible land will be compatible with structures on other portions of the land within the condominium project in terms of quality of construction, the principal materials to be used, and architectural style;
 - (v) describe all other improvements that may be made on each area of convertible land within the condominium project;
 - (vi) state that any units created within each area of convertible land will be substantially identical to the units on other portions of the land within the project or describe in detail what other type of units may be created; and
 - (vii) describe the declarant's reserved right, if any, to create limited common areas and facilities within any convertible land in terms of the types, sizes, and maximum number of the limited common areas within each convertible land.
- (b) The condominium plat recorded with the declaration may provide or supplement the information required under Subsection (3)(a).
- (4)
- (a) If the condominium project is an expandable condominium project, the declaration shall:
- (i) contain an explicit reservation of an option to expand the project;
 - (ii) include a statement of any limitations on the option to expand, including a statement as to whether the consent of any unit owners is required and, a statement as to the method by which consent shall be ascertained, or a statement that there are no such limitations;
 - (iii) include a time limit, not exceeding seven years after the day on which the declaration is recorded, upon which the option to expand the condominium project expires and a statement of any circumstances that will terminate the option before expiration of the specified time limits;
 - (iv) contain a legal description by metes and bounds of all land that may be added to the condominium project, which is known as additional land;
 - (v) state:
 - (A) if any of the additional land is added to the condominium project, whether all of it or any particular portion of it must be added;
 - (B) any limitations as to what portions may be added; or
 - (C) a statement that there are no such limitations;
 - (vi) include a statement as to whether portions of the additional land may be added to the condominium project at different times, including any limitations fixing the boundaries of those portions by legal descriptions setting forth the metes and bounds of these lands and regulating the order in which they may be added to the condominium project;
 - (vii) include a statement of any limitations on the locations of any improvements that may be made on any portions of the additional land added to the condominium project, or a statement that no assurances are made in that regard;
 - (viii)

- (A) state the maximum number of units that may be created on the additional land;
 - (B) if portions of the additional land may be added to the condominium project and the boundaries of those portions are fixed in accordance with Subsection (4)(a)(vi), state the maximum number of units that may be created on each portion added to the condominium project; and
 - (C) if portions of the additional land may be added to the condominium project and the boundaries of those portions are not fixed in accordance with Subsection (4)(a)(vi), state the maximum number of units per acre that may be created on any portion added to the condominium project;
 - (ix) with respect to the additional land and to any portion of the additional land that may be added to the condominium project, state the maximum percentage of the aggregate land and floor area of all units that may be created on it, the use of which will not or may not be restricted exclusively to residential purposes, unless none of the units on the land originally within the project are restricted exclusively to residential use;
 - (x) state the extent to which any structures erected on any portion of the additional land added to the condominium project will be compatible with structures on the land originally within the project in terms of quality of construction, the principal materials to be used, and architectural style, or that no assurances are made in those regards;
 - (xi) describe all other improvements that will be made on any portion of the additional land added to the condominium project, including any limitations on what other improvements may be made on the additional land, or state that no assurances are made in that regard;
 - (xii) contain a statement that any units created on any portion of the additional land added to the condominium project will be substantially identical to the units on the land originally within the project, a statement of any limitations on what types of units may be created on the additional land, or a statement that no assurances are made in that regard; and
 - (xiii) describe the declarant's reserved right, if any, to create limited common areas and facilities within any portion of the additional land added to the condominium project, in terms of the types, sizes, and maximum number of limited common areas within each portion, or state that no assurances are made in those regards.
 - (b) The condominium plat recorded with the declaration may provide or supplement the information required under Subsections (4)(a)(iv) through (a)(vii) and (a)(x) through (a)(xiii).
- (5)
- (a) If the condominium project is a contractible condominium, the declaration shall:
 - (i) contain an explicit reservation of an option to contract the condominium project;
 - (ii) contain a statement of any limitations on the option to contract, including a statement regarding whether the consent of any unit owners is required, and if so, a statement regarding the method by which this consent shall be ascertained, or a statement that there are no such limitations;
 - (iii) state the time limit, not exceeding seven years after the day on which the declaration is recorded, upon which the option to contract the condominium project expires, together with a statement of any circumstances that will terminate the option before expiration of the specified time limit;
 - (iv) include a legal description by metes and bounds of all land that may be withdrawn from the condominium project, which is known as withdrawable land;
 - (v) include a statement as to whether portions of the withdrawable land may be withdrawn from the condominium project at different times, together with any limitations fixing the boundaries of those portions by legal descriptions setting forth the metes and bounds and regulating the order in which they may be withdrawn from the condominium project; and

- (vi) include a legal description by metes and bounds of all of the land within the condominium project to which the option to contract the project does not extend.
 - (b) The condominium plat recorded with the declaration may provide or supplement the information required under Subsections (5)(a)(iv) through (vi).
- (6)
- (a) If the condominium project is a leasehold condominium, the declaration shall, with respect to any ground lease or other leases the expiration or termination of which will or may terminate or contract the condominium project:
 - (i) include recording information enabling the location of each lease in the official records of the county recorder;
 - (ii) include the date upon which each lease is due to expire;
 - (iii) state whether any land or improvements will be owned by the unit owners in fee simple;
 - (iv) if there is to be fee simple ownership of any land or improvement, as described in Subsection (6)(a)(iii), include:
 - (A) a description of the land or improvements, including a legal description by metes and bounds of the land; or
 - (B) a statement of any rights the unit owners have to remove these improvements within a reasonable time after the expiration or termination of the lease or leases involved, or a statement that they shall have no such rights; and
 - (v) include a statement of the rights the unit owners have to extend or renew any of the leases or to redeem or purchase any of the reversions, or a statement that they have no such rights.
 - (b) After the recording of the declaration, a lessor who executed the declaration, or the lessor's successor in interest, may not terminate any part of the leasehold interest of any unit owner who:
 - (i) makes timely payment of the unit owner's share of the rent to the persons designated in the declaration for the receipt of the rent; and
 - (ii) otherwise complies with all covenants which would entitle the lessor to terminate the lease if the covenants were violated.
- (7)
- (a) If the condominium project contains time period units, the declaration shall also contain the location of each condominium unit in the calendar year. This information shall be set out in a fourth column of the exhibit or schedule referred to in Subsection 57-8-7(2), if the exhibit or schedule accompanies the declaration.
 - (b) The declaration shall also put timeshare owners on notice that tax notices will be sent to the management committee, not each timeshare owner.
 - (c) The time period units created with respect to any given physical unit shall be such that the aggregate of the durations involved constitute a full calendar year.
- (8)
- (a) The declaration, bylaws, and condominium plat shall be duly executed and acknowledged by all of the owners and any lessees of the land which is made subject to this chapter.
 - (b) As used in Subsection (8)(a), "owners and lessees" does not include, in their respective capacities, any mortgagee, any trustee or beneficiary under a deed of trust, any other lien holder, any person having an equitable interest under any contract for the sale or lease of a condominium unit, or any lessee whose leasehold interest does not extend to any portion of the common areas and facilities.

